



**BHARAT HEAVY ELECTRICALS LIMITED**  
ASSCP Gurugram-122003  
Phone no. 0124-2579216

RD:DP:MPX:F-04

**ENQUIRY**

Ref: 99197044

**Date: 05.06.2020**

**To,**

**Enquiry for Fabrication of Data Monitoring Station for PECVD & Diffusion and other utilities**

**Enquiry No: 99197044      Enquiry Date: 05.06.2020      Due Date: 06.07.2020      Indicative work completion: one month**

Sl. No.	Item/Work Description	Unit	Qty.
1.	Fabrication of Data Monitoring Station for PECVD & Diffusion and other utilities		

Please submit your quotation for the above material in sealed cover super scribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate, ASSCP. In case you are not in position to submit the offer, please send reply suitably specifying the reasons.

Sl. No.	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Ashish Kumar  
Sr. Engineer (PME)

**ENQUIRY & QUALIFYING CRITERIA**Volume-1  
Enquiry No.  
99197044

Data Monitoring Station for PECVD &amp; Diffusion and other utilities

1	Tender inviting officer / Authority, Designation and Address	Sr. DGM BHEL ASSCP Gurugram Faridabad Highway, Gwalpahari Gurugram -122003
2	Item Description – Qty.	Data Monitoring Station for PECVD & Diffusion and other utilities -1 nos
3	Enquiry Reference no.	99197044
4	Indicative Delivery Date	One month from date of acceptance of WO
5	Due date, Time and place for submission of tender	06.07.2020 up to 12 noon. Sealed Quotations shall be addressed to Sr. DGM BHEL ASSCP Gurugram Faridabad Highway, Gwalpahari Gurugram -122003 Quotations can also be deposited in the Tender box located at Security Gate of BHEL ASSCP BHEL shall not be responsible for any postal/courier delay
6	Place, Date and time of Tech-.Bid opening	Tender Opening Cell BHEL ASSCP. 06.07.2020, 2 PM

7	Mode of Submission of Tender	<p>Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below.</p> <p>1) First Cover shall contain:</p> <p>Signed General Terms &amp; Conditions (GTC)</p> <p>Filled and Signed Commercial Terms &amp; Conditions (CTC)</p> <p>Filled and Signed Vendor Specifications against BHEL Spec</p> <p>Signed commercial bid</p> <p>Copy of Price-bid with price(s) cells blank (un-priced price bid)</p> <p>2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man day or charges per engineer per day etc.</p> <p>If the price bid was found later to be different from the unpriced price bid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words.</p> <p>The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, and JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: <a href="mailto:assctender@bhel.in">assctender@bhel.in</a> only. Copies should not be marked to anyone. If the offers are marked to anyone other than to <a href="mailto:assctender@bhel.in">assctender@bhel.in</a>, their offer will not be considered.</p> <p>The e-mail offers should have two attachments.</p> <p>1) One attachment shall contain</p> <p>Signed General Terms &amp; Conditions (GTC)</p> <p>Filled and Signed Commercial Terms &amp; Conditions (CTC)</p> <p>Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</p> <p>Signed commercial bid</p> <p>Copy of Price-bid with price(s) cells blank (un-priced price bid)</p> <p>The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.</p>
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**PRE QUALIFYING CRITERIA(PQC)**

Volume-1  
Enquiry No.  
99197044

Data Monitoring Station for PECVD & Diffusion and other utilities

SL. No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1.	Pre-qualification criteria	<p>Following are the PQC, falling to which offer against the tender subjected “Fabrication of Data Monitoring station for PECVD &amp; Diffusion and other utilities” will not be considered for further evaluation.</p> <ol style="list-style-type: none"><li>1. Average annual financial turnover during the last three years ending 31<sup>st</sup> March of the previous year should be at least 30% of the present estimated tender cost.</li><li>2. Vendor should have experience of fabricating structures using Aluminum Frame and ACP sheets. And one of the following criteria shall be met:<ol style="list-style-type: none"><li>a. Three similar completed works costing not less than the amount equal to 40% of the present tender cost.</li><li style="text-align: center;">OR</li><li>b. Two similar completed works costing not less than the amount equal to 50% of the present tender cost.</li><li style="text-align: center;">OR</li><li>c. One similar completed works costing not less than the amount equal to 80% of the present tender cost.</li></ol></li><li>3. Vendor shall submit relevant documents in support of point no. 1&amp; 2.</li></ol> <p><b><u>Estimated Cost of Work is Rs 3.55 Lakh excluding GST</u></b></p>	
2.	Relaxation of Norms for Startups	<p>The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro &amp; Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.</p>	

**Signature of the bidder with Seal & Date**



**GENERAL TERMS & CONDITIONS (GTC)**

Volume-1  
Enquiry No.  
99197044

Data Monitoring Station for PECVD & Diffusion and other utilities

Sl. No.	Clause	BHEL REQUIREMENT
1	Preference to Make in India	For this procurement, Public Procurements (Preference to make in India), order 2017dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

2	Preferences to MSEs	<p>The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.</p> <p>25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.</p> <p>The definition of MSEs owned by women Entrepreneurs is clarified as under:</p> <ul style="list-style-type: none"> <li>i. In case of proprietary MSE, Proprietor shall be woman</li> <li>ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.</li> <li>iii. In case of private limited companies, at least 51% shall be held by Women Promoters.</li> </ul> <p>(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)</p> <p>In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid).</p> <p>Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.</p> <p>No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening.</p> <p>Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate.</p> <p>Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same.</p> <p>The sub-categories:</p> <ul style="list-style-type: none"> <li>(a) Enterprises owned by Scheduled Castes.</li> <li>(b) Enterprises owned by Scheduled Tribes.</li> <li>(c) Enterprises owned by other than above two categories</li> </ul> <p>The enterprises under (a) &amp; (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction &amp; deviation from above.)</p> <p>If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible &amp; rest of 25% will be awarded to lowest quote of valid MSE supplier.</p>
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3	General	<p><b>a.</b> All offers must include name of the contact person, phone no/mobile no, Fax no, email-id. Unsigned offers are liable for rejection.</p> <p><b>b.</b> We, BHEL, is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption in terms of Government Notification no.24/2007-Customs dated 01-Mar-2007 &amp; Central Excise Duty Exemption in terms of Government Notification No. 16/2007- Central Excise dated 01-Mar-2007 as amended from time to time. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. All foreign quotes will be evaluated with custom duty @ 5.15% for cost comparison.</p> <p><b>c.</b> Taxes &amp; Duties quoted will be taken for evaluation of landed cost &amp; order placement and no change will be entertained later</p> <p><b>d.</b> Where ever vendor registration form and EFT details have been submitted earlier, the same need not be submitted again unless there is a change.</p> <p><b>e.</b> .BHEL ASSCP do not issue 'C' form.</p> <p><b>f.</b> L1 status shall be decided on Cost to BHEL Basis.</p>
4	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
5	Discrepancy in words and figures	<p><b>(a)</b> If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.</p> <p><b>(b)</b> If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p><b>(c).</b> If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.</p> <p><b>(d)</b> If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.</p>
6	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
7	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
8	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry (ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.

9	Risk Purchase	In case of default/late delivery, BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
10	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page
11	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
12	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in newspaper.
13	Arbitration	Subject to the jurisdiction of Gurugram, Haryana, India in respect of any suit or other legal proceedings relating this contract.
14	EMD	Submission of earnest money deposit (EMD) along with offer is required. EMD is to be deposited in cash (as permissible under IT act), or by pay-order/Demand Draft drawn in favors of " <b>Bharat Heavy Electricals Limited</b> ". EMD amount will be returned to all unsuccessful bidders after placement of order. EMD amount shall not carry any interest. EMD by the Tenderer will be forfeited as per NIT conditions, if: i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.  EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.  <b>EMD amount is Rs. 8375</b>

15	Security Deposit	<p>Successful bidder shall submit a security deposit at the time of release of order and the amount will not carry any interest. The amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit. Modes of Deposit:</p> <p>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <ul style="list-style-type: none"> <li>i) Cash (as permissible under the extant Income Tax Act)</li> <li>ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL</li> <li>iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL</li> <li>iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)</li> <li>v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</li> <li>vi) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the security deposit should be deposited before the start of the work and the balance 50% will be recovered from the running bills. g. EFT as per mode of payment</li> </ul>
16	Fraud Prevention Policy	<p>The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>
17	Signing & Stamping	<p>Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder</p>

**Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder**

**Read and agreed for all the above general terms and conditions**

**Signature of the bidder with Seal & Date**



COMMERCIAL TERMS & CONDITIONS (CTC)

Volume-1  
Enquiry No.  
99197044

Data Monitoring Station for PECVD & Diffusion and other utilities

Sl. No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Late Delivery Penalty Clause	Failure to supply the goods and/or Failure to carry out the services within the stipulated delivery date will attract a penalty of 0.5% per week to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services along with applicable GST thereon shall be recovered.	
2	Payment terms for Indian Offers	Vendor to indicate appropriate applicable HSN code for Goods as well as SAC for services based on Inter/Intra state. In case the bidder has opted for composite GST scheme, the same may be stated explicitly in both and techno-Commercial & Price bids. <b>BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance is given.</b>	

3	Two part	<p>Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below.</p> <p>1) First Cover shall contain:</p> <ul style="list-style-type: none"> <li>a. Signed General Terms &amp; Conditions (GTC)</li> <li>b. Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>d. Signed commercial bid</li> <li>e. Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure</li> </ul> <p>2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc. as per annexure.</p> <p>If the price bid was found later to be different from the unpriced price bid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words.</p> <p>The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, and JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: asscptender@bhel.in only. Copies should not be marked to anyone. If the offers are marked to anyone other than to asscptender their offer will not be considered.</p> <p>The e-mail offers should have two attachments.</p> <p>1) One attachment shall contain</p> <ul style="list-style-type: none"> <li>a. Signed General Terms &amp; Conditions (GTC)</li> <li>b. Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>d. Signed commercial bid</li> <li>e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure</li> </ul> <p>2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc. as per annexure.</p>	
4	Validity of Offer	90 days from date of techno-commercial bid opening.	
5	Price basis	The prices shall be firm for entire period of contract.	

Note: All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal only shall be considered. Any other Commercial terms & conditions of bidders entered elsewhere in their offer shall not be considered and are liable for rejection.

**Read and understood the above commercial terms and conditions**

**Signature of the bidder with Seal & Date**

**COMMERCIAL TERMS & CONDITIONS (CTC)**Volume-1  
Enquiry No.  
99197044

Data Monitoring Station for PECVD &amp; Diffusion and other utilities

Sl. No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	SP1	<b>The tender is non divisible</b>	
2	SP2	Tenders received without EMD are liable for rejection. For Service Contract, bodies specified by Ministry of MSME including MSEs shall be exempted from paying minimum EMD.	
3	SP3	Contractors engaged at BHEL ASSCP shall pay Earnest Money Deposit. EMD will neither be adjusted against their pending bills nor be transferred from one work to the other	
4	SP4	If the Tender is made by an individual, it shall be signed with his full name and address. In case of a private firm/company, empowered officer/executive shall sign indicating his name, post and address. Documentary evidence shall be provided for his authority giving details of all the partners. If the tender is made by a corporation, it shall be signed by duly authorized Officer who shall produce satisfactory evidence of his authorization.	
5	SP5	The Earnest Money will be retained in the case of the successful tenderer and will be converted to part of security Deposit for the due performance of the contract. EMD and SD will not carry any interest. Deposits will be dealt with as provided in the conditions attached to the tender. The Earnest Money will be refunded to the unsuccessful/ technically rejected tenderer after the intimation of rejection.	
6	SP6	BHEL Reserves the right to carry out Independent verification of the documents submitted by tenderer. Contact details of the concerned persons are required to be submitted to enable the independent verification process. None sharing of these details on account and/or no reply from the shared contacts may lead to disqualification on account of noncompliance of PQR terms.	
7	SP7	Only Indian Suppliers can participate in the tender.	
8	SP8	The tenderer shall make himself or his representative available at the office of the SDGM /ASSCP for tender related clarifications as per written/oral intimation to him.	
9	SP9	The successful tenderer shall make himself available at the office of SDGM /ASSCP for preparation of contract documents like contract agreement on written/oral intimation. Failure to do so shall entail forfeiture of the EMD.	

10	SP10	<p>EMD by the Tenderer will be forfeited as per Tender Document if: -</p> <p><b>a)</b> After opening the tender, the Tenderer revokes his tender within the validity period or increases his quoted rates.</p> <p><b>b)</b> The tenderer does not commence the work as per LOI/Contract schedule. In case the LOI/contract is silent in this regard then within 15 days after award of contract. EMD shall not carry any interest. EMD of the successful tender shall be converted and adjusted against the security deposit. Note: Acceptance of Security Deposit against Sl. No. <b>(IV)</b> and <b>(VI)</b> above will be adjusted to Hypothecation or endorsement on the documents in favour of BHEL 11 SP11 12 SP12 13 SP13</p> <p>However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith</p>	
11	SP11	<p>EMD will be retained to keep the offer open for a period of 90 days from the date of opening of the tender; it being understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to Tender in consideration of the above stipulation on his part and that he shall not alter or modify the terms and conditions thereof in a manner not acceptable to SDGM /ASSCP Should the tenderer failed to observe or comply with the foregoing stipulation, the aforesaid amount of EMD shall be liable to be forfeited.</p>	
12	SP12	<p>Tenderer shall pursue carefully the instructions provided in ‘Direction to Parties Tendering’ and the conditions of the agreement form and all other relevant documents before tendering rates for the work. The approximate quantity of work to be executed under each class is given in Schedule–A. The quantities are given with a view to enable the tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that Bharat Heavy Electricals Limited does not accept any deviations (omissions, deductions, or additions) that may be made in the tender documents by the parties tendering.</p>	
13	SP13	<p>SDGM /ASSCP reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.</p>	
14	SP14	<p>The offer shall be valid for a minimum period of 90 days from the date of opening of the tender.</p>	
15	SP15	<p><b>RISK PURCHASE:</b> BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.</p> <p>a) If at any time during the period of the contract, the bidder fails to tender all or any of the services required under the scope of work and the contract is unsatisfactorily in the opinion of BHEL, whose decision shall be final and binding on the bidder, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit.</p> <p>b) To recover the dues from the bidder, from any payments due to the bidder under this or any other contract or from the Security Deposit.</p> <p>c) To claim compensation for losses sustained including BHEL's supervision charges &amp; overheads in case of termination of Contract</p>	

16	SP16	<p><b>A.</b> Tender box is located at Security Control Room for submitting Tenders.</p> <p><b>B.</b> Tenders would be received in two-bid system / Open tender</p> <ol style="list-style-type: none"> <li>1. Technical bid (First sealed envelope / cover) should contain All pages of the tender duly signed (including unpriced bid in Schedule – A) along with EMD and supporting documents</li> <li>2. Price bid (Second sealed envelope / cover) should contain only Annexure 3– with rates and prices.</li> <li>3. Envelopes should be super-scribed with Tender Enquiry No and date</li> </ol> <p><b>C.</b> Tender opening On the day of opening, only technical bids (first envelope) would be opened. The technical offers would be evaluated for compliance to technical requirements and terms and conditions of contract. Gaps if any would be clarified from the vendor during technical scrutiny. Unacceptable offers would be rejected without any notice. On scrutiny and acceptance of the technical bids, price bids of accepted parties only, would be considered for opening. Date of opening of price- bids will be intimated to the qualified parties, separately. The technical-bid consists of technical schedules requiring documentary proof. In case the contractor/agency has not satisfied all the conditions along with documentary proof, the tender will be rejected. Technical and price bids must be in two separate covers, clearly marked as "Technical-bid" and "Price-Bid". The tender notice / item number for which offer is submitted shall also be clearly written on top of the covers. Common or mixed tenders (with both technical and price bids in one envelope technical-bid containing prices offered as in one part bid), if received will be REJECTED.</p> <p>The technical-bid shall also include unpriced price-bid to indicate true style in which price-bid has been submitted. All pages of the price bid document shall be signed and stamped by the tenderer at the bottom of the page.</p>	
17	SP17	<p>BHEL's General Conditions of Contract as enclosed shall apply for this work. Income Tax will be deducted as applicable. GST will be deducted as applicable. CESS or any other taxes at specified rates will be deducted as implemented by the State/Central Government from time to time.</p> <p>Discrepancy in words and figures (c) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. (d) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above. (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored</p>	

18	SP18	<p>The contractor will be responsible for complying with all the relevant statutory provisions under various Labour Laws viz., Contract Labour (Regulation &amp; Abolition) Act 1970 Minimum Wage Act 1948, Employees Provident Funds and Misc. Provisions Act 1952, ESI Act 1948, Payment of Bonus Act, 1965, Workmen's Compensation Act 1923 and other relevant Acts. Further in case BHEL ASSCP as principal employer has to pay any amount to any agency for nonfulfillment of any of the provisions of the above referred Act, I/We authorize BHEL ASSCP to deduct the amount from my/our bills or I/We, will pay the amount of BHEL ASSCP. Force majeure, like natural calamities duration of period of delay of work shall be considered</p>	
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19	SP19	<p>OTHER SPECIAL CONDITIONS OF CONTRACT 1 THAT the contractor shall undertake to maintain the following registers as per prescribed Performa 1.1 Register of workmen (Form xiii) 1.2 Muster Roll (Form xvi) 1.3 Wages Register (Form xvii) 1.4 Leave Register 1.5 Register of Overtime and deductions 2 THAT the company after proper checking of the bills submitted by the said contractor will pay to him during the progress of the said work, at the said contract rates and agreed terms of payment, a sum as determined by the company in respect of the work executed by the contractor. 3 THAT the contract shall come into force with retrospective effect from the date on which the letter accepting the tender (letter of Intent) has been communicated to the said contractor. 4 THAT whenever under this contract or otherwise any sum of money shall be recoverable from or payable by the contractor the same may be deducted in the manner as set out in the conditions of contract as aforesaid. 5 THAT all charges on account of Octroi, Terminal and Sales-Tax other duties on materials obtained for the works shall be borne by the said contractor. 5.1 It is also agreed between parties that the second party to the contract will ensure adherence to all statutory requirements under the State Rules in respect of service conditions for the employment of contract labour. The second party also hereby undertakes to get himself licensed from the appropriate authority as a contractor in accordance with Labour Rules.. It is understood by the second party that for this agreement to be effective, the prime condition is his fulfilling the condition being licensed as a contractor under the state Legislation and the continuance of the agreement is subject to his sustained insurance of the agreement is subject to his sustained endurance of fulfillment of all statutory requirements in respect of employment conditions for contract labour and payment of wages as specified by the State Government. Further as and when there are changes in the service Conditions/wages rates for contract labour, as notified by the State Labour Department, the same will be implemented even if the said modification is given at any time after the conclusion of the Agreement. Any violation in respect of absorbance of statutory requirement under the contract Labour (Regulation and Abolition) Act 1970, will make the Agreement liable for immediate termination in regard to paid holidays, the contractor will observe BHEL list of holidays as notified from time to time. 5.2 The Contractor shall ensure abidance by all the labour laws especially including contract Labour (R&amp;A) Act, payment of wages, Workmen’s Compensation Act, Minimum wages Act, as amended from time to time. 5.3 The contractor will obtain a separate provident fund code for his establishment and ensure implementation of provident fund Act in the case of all eligible employees and in the process shall conform to all the stipulated conditions under the PF Act and rules framed there under. 5.4 Notwithstanding clause (c) above in case of any financial loss incurred by the company on account of the contravention of the provident fund regulations or any regulation of rules touching the same by the contractor, the contractor shall undertake to indemnify the company to the extent of the loss incurred by the company.</p>	
20	SP20	The tender is subject to attached compensation clauses	

**Signature of the bidder with Seal & Date**

## COMPENSATION CLAUSES

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life impermanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

A. Victim: Any person who suffers permanent disablement or dies in an accident as

Defined below.

B. Accident : Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works I during working at BHEL Units! Offices! Townships and premises/ Project Sites.

C. Compensation in respect of each of the victims:

a. In the event of death or permanent disability resulting from

Loss of both limbs: Rs. 10, 00,000/- (Rs. Ten Lakh)

b. In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act 1923."

**Signature of the bidder with Seal & Date**

**GST CLAUSES:**

The following to be mentioned under Separate Head: Taxes & Duties- GST Clauses in the NIT.

- a) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- c) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
- d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- e) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- f) Invoice should mention GSTIN of BHEL ASSCP as mentioned in PO/LO

BHEL ASSCP GST Registration numbers:

GST compliant invoice shall mention the GST registration number of BHEL ASSCP: 06AAACB4146P1ZJ

- g) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- h) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged. Signature of Contractor

**Signature of the bidder with Seal & Date**



**COMMERCIAL TERMS & CONDITIONS (CTC)**

Volume-1  
Enquiry No.  
99197044

Data Monitoring Station for PECVD & Diffusion and other utilities

SL .No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Technical queries	Contact Mr. Archana Budiyaal ; Dy. Manager (Ph:9654200520), Email id <a href="mailto:archanab@bhel.in">archanab@bhel.in</a> for any technical queries.	
2	Payment Term	100% Payment will be made within 30 days by electronic fund transfer / RTGS with bank charges, if any, to supplier's account (submit EFT format as enclosed, if not submitted) from the date of receipt and/or completion of services, subject to acceptance of the goods and/or services at destination. & payment of GST against submission of proof and reflection of the same in GSTR-1.	
		IT Permanent Account No. (PAN): GSTIN Registration Status: Tax type: CGST/SGST/IGST/UGST GSTIN No: GSTIN No. Issuance Date: Provisional/ Final Registration: Name of the Contact Person: Contact Phone / Mobile: Email id for correspondence: Address with PIN code and State: HSN code, service account code.	
4	<b>TDS/Withholding tax</b>	TDS/Withholding tax shall be deducted as per statutory norm	

**Signature of the bidder with Seal & Date**



ITEM SPECIFICATION

Volume-1

Enquiry No.

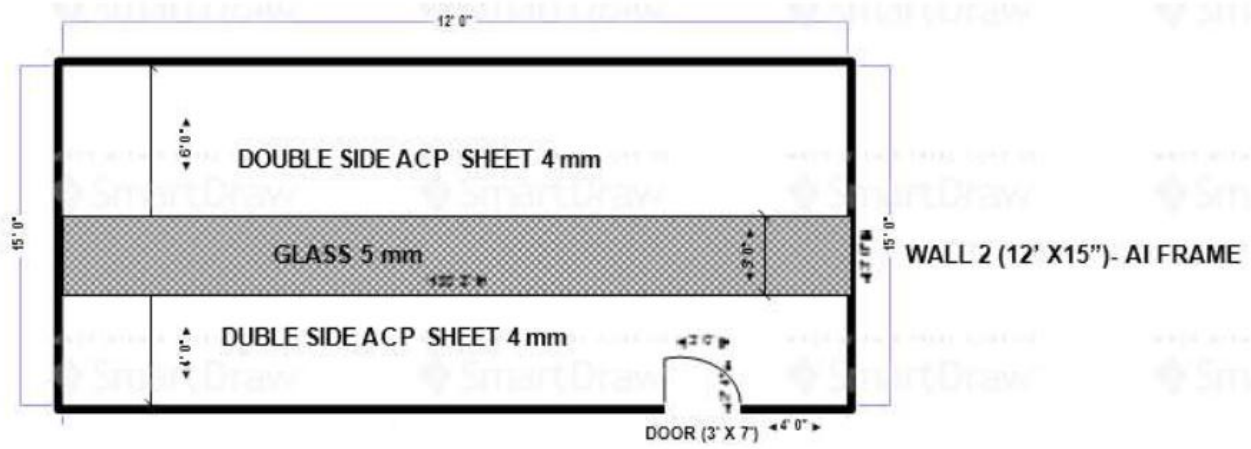
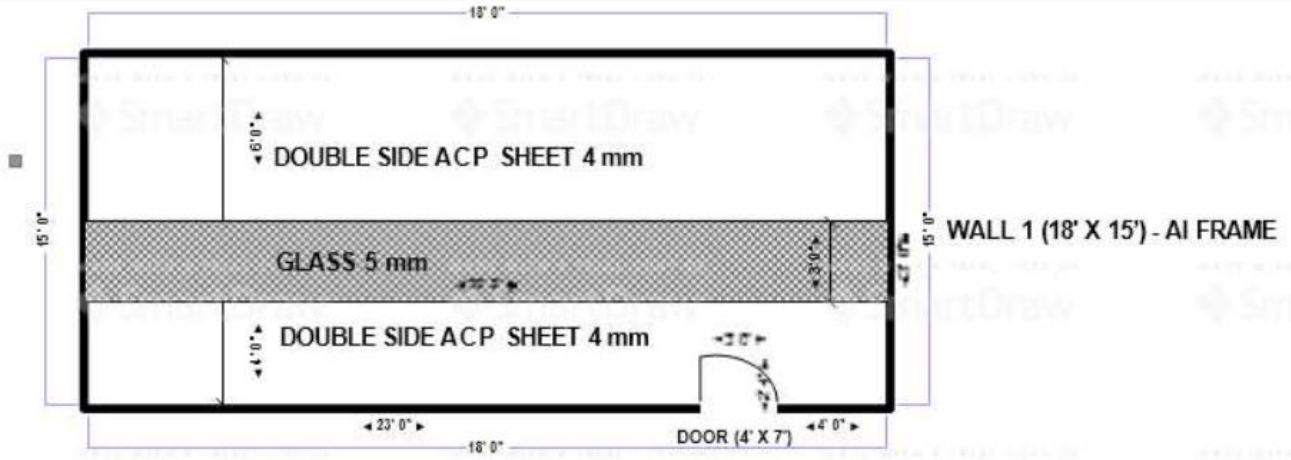
99197044

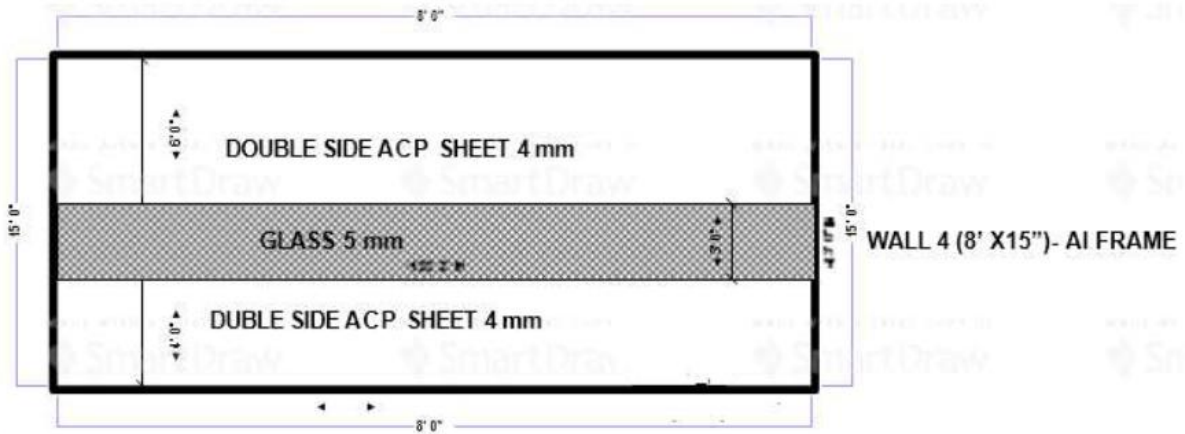
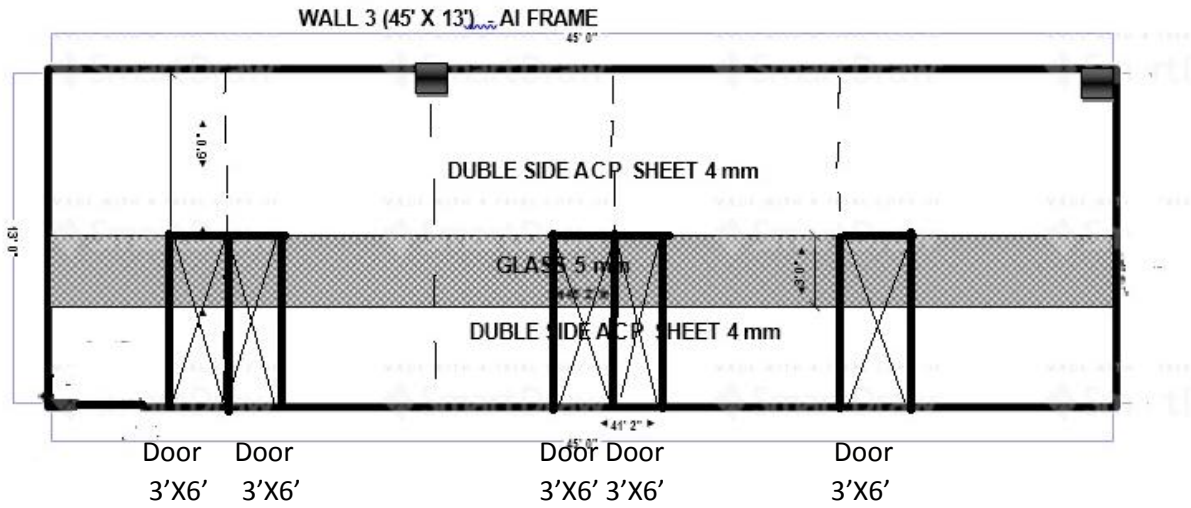
Data Monitoring Station for PECVD & Diffusion and other utilities

S. NO	PARTICULARS	PARTICULAR DESCRIPTION	SUPPLIERS ACCEPTANCE / REMARKS
1	SCOPE OF WORK	<p>1. Creation of data monitoring station with other utilities. The work shall include:</p> <p>1.1 The supply and installation of tiles for false ceiling along with LED lights fixed along with false ceiling.</p> <p>1.2 The supply and installation of Aluminum frame (18-gauge sheet metal thickness) with glass (5 mm thick) &amp; dust repellent ACP (Aluminum Composite panel) sheet (4 mm thick) for walls as per enclosed sketch. Height of glass portion shall be 3 ft.</p>	
2	TECHNICAL DETAILS	<p>1. <b>FALSE CEILING</b></p> <p>a. 3 mm thick tiles with two Aluminum skin of 0.5 mm each with a core consisting of low density polyethylene (LDPE).</p> <p>b. Color: Ivory</p> <p>c. The tiles shall be supported on existing Aluminum frame on false ceiling as per the requirements of the actual site.</p> <p>d. False ceiling work shall be carried out in accordance with the actual site conditions at different / split-levels and/or sketch with all materials labour and equipment. Vendor to suitably examine the area before starting the actual work.</p> <p>e. Ceiling tiles shall meet the following properties:</p> <p>1. Humidity resistance: 100%</p> <p>2. Surface Defect: No irregularities such as roughness, buckling and other imperfections on visual examination.</p> <p>3. Fire performance: Metallic sheet shall comprise of non-combustible Aluminum. It shall resist against Fire (Ignitibility, Heat evolved &amp; Flame spread) corresponding to Class A, suitable for green building.</p> <p>4. Vendor to provide all test certificate with all relevant test results.</p> <p>2. <b>LED LIGHTS</b></p> <p>The supply and installation of LED lights shall be as per following specification:</p> <p>a. Quantity: 10 Nos</p> <p>b. Dimensions of LED Light: 2 ft X 2 ft with 30-40 watt each</p> <p>c. Make: Philips, Havells, SYSKA, EVEREADY, Bajaj, Moser Baer or equivalent</p>	

		<p>d. Color temperature: 6000-6500K, free from UV radiations.  e. Power factor &gt; 90%  f. CE or equivalent certified</p> <p><b>3. PARTITION WALLS MADE OF ALUMINIUM FRAME WITH FITTED IN GLASS AND DUST REPELLANT ACP SHEET:</b></p> <p>The supply and installation of Aluminum frame along with sheets and glass with proper sealing for clean enclosure shall be according to the following specification:</p> <p>a. For detailed wall dimensions (Refer: Enclosed sketch)  b. Thickness of Al sheet metal: 18 gauge (for Al frame)  c. Thickness of glass: 5 mm  d. Thickness of double side dust repellent &amp; fire proof ACP sheet: 4 mm  e. Color of ACP sheet (both side): Ivory  f. Cross-section Aluminum frame: 2.5" X 1.5"</p> <p><b>Details of wall area:</b></p> <p><b>Wall 1: Aluminum frame with fitted in ACP Sheet (4 mm) &amp; glass (5 mm) with one door (4 ft X7 ft), for detailed location refer sketch</b></p> <p>a. Wall Dimensions: 18 ft X15 ft  b. Door dimensions: 4 ft X 7 ft (single door, opening outside the room)  c. Door shall be self-closing and should possess effective sealing after closing.</p> <p><b>Wall 2: Aluminum frame with fitted in ACP Sheet (4 mm) &amp; glass (5 mm) with one door (3 ft X 7 ft), for detailed location refer sketch</b></p> <p>a. Wall Dimensions: 12 ft X 15 ft  b. Entry door dimensions: 3 ft X 7 ft  c. Door shall be self-closing and should possess effective sealing after closing.</p> <p><b>Wall 3: Aluminum frame with fitted in ACP Sheet (4 mm) &amp; glass (5 mm), for detailed location refer sketch</b></p> <p>a. Wall Dimensions: 45 ft X 13 ft &amp; 24ft X 4 ft  b. Entry door dimensions: 3 ft X 7 ft  c. Number of doors: 5 (refer sketch of wall 3)  d. Door shall be self-closing and should possess effective sealing after closing.</p> <p><b>Wall 4: Aluminum frame with fitted in ACP Sheet (4 mm) &amp; glass (5 mm), for detailed location refer sketch</b></p> <p>Wall Dimensions: 8 ft X 15 ft</p>	
3	<b>General Requirements</b>	<ol style="list-style-type: none"> <li>1. Vendor shall visit the actual site and properly examine the area before putting forth their offer.</li> <li>2. Glass portion shall have a height of 3ft as shown in the sketches of wall 1,2 &amp; 3. And glass portion shall have a height of 1 ft for other walls.</li> </ol>	

		<ol style="list-style-type: none"> <li>3. Glass should have a thickness of 5 mm.</li> <li>4. ACP Sheet portion should have a height as detailed in sketches. Sheet shall be of 4 mm thick and should be dust repellant, fire proof and leak proof room.</li> <li>5. Aluminum framing shall be suitably done for glass and sheet portions in order to possess mechanical stability to the structure.</li> <li>6. Sheet and glass shall conform to all safety &amp; environmental requirements. They shall be fire proof, leak proof and moisture resistant and any other statutory requirements of OHS ISO 18001.</li> <li>7. All doors shall be automatically self-closing. Such self-closing doors shall be able to be opened with a minimum of effort.</li> <li>8. All labors, tools and tackles, scaffoldings etc. required for all the operations shall be brought and arranged by the vendor.</li> <li>9. Vendor shall strictly follow the environmental and safety norms as specified by law for all process and working personnel.</li> <li>10. Water and suitable connection for electricity as in need will be provided by BHEL.</li> <li>11. Work shall be accomplished within 6 weeks after placement of PO.</li> </ol>	
4	<b>RATE</b>	Rate to be quoted in the format enclosed as Annexure -2.	
5	<b>ACCEPTANCE CRITERIA</b>	<p><b>1. FOR FALSE CEILING</b></p> <ul style="list-style-type: none"> <li>• Finished ceiling shall be at the correct plane and present a pleasing and uniform appearance, free from sags, warps, figures or damaged boards, joints, exposed grids etc. shall be in true lines and symmetrically placed. Cutouts for light fixtures, diffusers etc. shall be of exact dimensions and in exact locations.</li> <li>• Any sagging, unlevelled stretch of work shall be redone / replaced and made good, at no extra charge, to the satisfaction of purchaser. No compensation shall be paid on account of provision / coverage of openings for lighting fixtures and fixation shall be as detailed or directed. Measurements shall be taken on plan area of the completed work or as specified.</li> </ul> <p><b>2. FOR LED LIGHTS:</b></p> <ul style="list-style-type: none"> <li>• LED lights shall be fixed at appropriate place as directed and /or detailed. They shall be at the correct plane and present a pleasing and uniform appearance with the ceiling tiles and shall be of exact dimensions and in should be fitted in specified locations.</li> </ul> <p><b>3. FOR WALLS:</b></p> <ul style="list-style-type: none"> <li>• All Aluminum frame fitted glass walls shall be non-absorbent and should possess anti-dust characteristics with effective sealing.</li> <li>• All entry/Exit door shall be open outwards with minimum efforts and must be self-closing with effective sealing after closing.</li> </ul>	





Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

**Signature of the bidder with Seal & Date**

**UNPRICE BID FORMAT**

			<b>Estimate</b>		
<b>SL.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Basic Unit Rate (Rs)</b>	<b>Total (Rs)</b>
1	Fabrication of False ceiling	sqft	1400	84	117600
2	Led Lights	no	10	2560	25600
3	Fabrication of partition walls	sqft	1300	162.8	211640
4	Sum				354840

- i. The bidders are required to quote their offer on percentage (%) basis at excess or less or on par (0%) with total estimate value ( to be treated as 100%) in figure and words in one of the rows given below.
- ii. Only one of rows are to be filled else offer will be rejected.
- iii. Price bid evaluation will be made on the basis of % quoted by bidder.
- iv. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers”.

<b>Tender %</b>	<b>In figure</b>	<b>In words</b>
Excess		
Less		
Estimated		
Quote taxes (GST)_____ (%) extra as applicable (may be quoted separately for each item if required)		

Signature of the bidder with seal & date

## PRICE BID FORMAT

			Estimate		
SL.	Item Description	Unit	Quantity	Basic Unit Rate (Rs)	Total (Rs)
1	Fabrication of False ceiling	sqft	1400	84	117600
2	Led Lights	no	10	2560	25600
3	Fabrication of partition walls	sqft	1300	162.8	211640
4	Sum				354840 (Excluding GST)

- i. The bidders are required to quote their offer on percentage (%) basis at excess or less or on par (0%) with total estimate value ( to be treated as 100%) in figure and words in one of the rows given below.
- ii. Only one of rows are to be filled else offer will be rejected.
- iii. Price bid evaluation will be made on the basis of % quoted by bidder.
- iv. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers”.

Tender %	In figure	In words
Excess		
Less		
Estimated		
Quote taxes (GST)_____ (%) extra as applicable (may be quoted separately for each item if required)		

Signature of the bidder with seal & date

**ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. We confirm that services offered by us are conforming to the specifications mentioned in Terms & Conditions (Annexure: 2)

We hereby accept all Terms & Conditions of the above tender except the following:

(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL

Signature of the Contractor

**DECLARATION**

I/We hereby declare that I / We have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / Court against our firm / partner or the company.

Name, signature & Seal of the Contractor

**CONTRACTOR'S DETAILS**

Name of the Contractor / Party / Firm	
Address of the Registered Office	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address ( If Any)	

Signature & seal of the Contractor

**NEFT FORMAT**

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank Address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Enclosure: Photocopy/cancelled copy of one leaf from cheque book for the codes required above.

Thanking You,

Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date: